

## ILLINOIS NEGOTIATION ISSUE LOG

### ISSUES MATRIX - SAGE/SBC ARBITRATION

(Lists all issues discussed during negotiations)

Number	Article Schedule	Section	SBC Proposed Language	Sage Proposed Language, Questions or Comment	Resolution
1-01	I Definitions and Construction	1.5	Regional Matters		Closed. Changed to Intentionally Left Blank.
1-02	II General Service Related Provisions			No Change	Closed
1-03	III Interconnection Pursuant to Section 251(c)(2)			No Change	Closed
1-04	IV Transmission and Routing of Telephone Exchange Service . .			No Change	Closed
1-05	V Transmission and Routing of Exchange Access Traffic			No Change	Closed

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Number	Article Schedule	Section	SBC Proposed Language	Sage Proposed Language, Questions or Comment	Resolution
1-06 (Part 1)	VI Fraud Control, Network Security and Law Enforcement	6.3.4.1	SBC-AMERITECH shall not be liable to Sage for any fraud associated with Sage's end user's account including 1+ IntraLATA toll, ported numbers and Alternatively Billed Service (ABS), unless such fraud is determined to have been committed by an employee or other person under the control of SBC-AMERITECH. Alternatively Billed Service ("ABS") is a service that allows End Users to bill calls to account(s) that might not be associated with the originating line. There are three types of ABS calls: calling card, collect, and third number billed calls.	<u>Neither party shall be liable to the other for any fraud associated with a party's end user's accounting including 1+ IntraLATA toll and ported numbers, unless such fraud is determined to have been committed by an employee or other person under the control of one of the parties (in which case, the party that committed the fraud shall be liable for the fraud). If the fraud is committed by an end user, neither party is liable for the fraud, but both parties reserve the right to pursue the appropriate remedies against the end user. CLEC will not be liable for Alternatively Billed Service ("ABS"). ABS is a service that allows End Users to bill calls to account(s) that might not be associated with the originating line. There are three types of ABS calls: calling card, collect, and third number billed calls.</u>	Unresolved - arbitrated issue
1-06 (Part 2)					
1-07	VIII Installation, Maintenance, Testing and Repair			No Change	Closed

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Number	Article Schedule	Section	SBC Proposed Language	Sage Proposed Language, Questions or Comment	Resolution
1-08	IX Access to Unbundled Network Elements	9.1 first paragraph	. . . CLEC, seeking local exchange service to End Users through the use of multiple SBC UNEs may combine UNEs, and is responsible for performing the functions necessary to combine the UNEs it requests from SBC. Upon AT&T's request, SBC shall not disconnect UNEs that were previously connected to SBC's network. The Parties agree that throughout this Article (and Agreement), the terms "UNEs" or "Unbundled Network Elements" also refer to combinations of UNEs as defined in this Section 9.1 (either combined by CLEC or previously connected in SBC's network.) Other Articles of this Agreement govern deposit, billing, payment, non-payment, disconnection, liability and dispute resolution, among other things, as they pertain to UNEs.	. . . CLEC, seeking local exchange service to End Users through the use of multiple SBC UNEs may combine UNEs, and is responsible for performing the functions necessary to combine the UNEs it requests from SBC. Upon AT&T's request, Unless requested by CLEC, SBC shall not disconnect UNEs that were previously connected to SBC's network. The Parties agree that throughout this Article (and Agreement), the terms "UNEs" or "Unbundled Network Elements" also refer to combinations of UNEs as defined in this Section 9.1 (either combined by CLEC or previously connected in SBC's network.) Other Articles of this Agreement govern deposit, billing, payment, non-payment, disconnection, liability and dispute resolution, among other things, as they pertain to UNEs.	Closed. SBC agrees to Sage's proposed changes.

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Number	Article Schedule	Section	SBC Proposed Language	Sage Proposed Language, Questions or Comment	Resolution
1-09	IX Access to Unbundled Network Elements	9.1 third paragraph	The parties acknowledge that the United States Supreme Court in Verizon Comm. Inc. relied on the distinction between an incumbent local exchange carrier such as SBC-13STATE being required to perform the functions necessary to combine UNEs and to combine UNEs with elements possessed by a requesting telecommunications carrier, as compared to an incumbent LEC being required to complete the actual combination. As of the Effective Date, there has been no further ruling or other guidance provided on that distinction and what functions constitute only those that are necessary to such combining. In light of that uncertainty, SBC-13STATE is willing to perform the actions necessary to also complete the actual physical combination for those new UNE combinations set forth in the Schedule(s) – UNE Combinations to this Appendix UNE, subject to the following:	<del>The parties acknowledge It is SBC-Ameritech's position that the United States Supreme Court in Verizon Comm. Inc. relied on the distinction between an incumbent local exchange carrier such as SBC-13STATE SBC-Ameritech being required to perform the functions necessary to combine UNEs and to combine UNEs with elements possessed by a requesting telecommunications carrier, as compared to an incumbent LEC being required to complete the actual combination. As of the Effective Date, there has been no further ruling or other guidance provided on that distinction and what functions constitute only those that are necessary to such combining. In light of that uncertainty, SBC-13STATE SBC-Ameritech is willing to perform the actions necessary to also complete the actual physical combination for those new UNE combinations set forth in the Schedule(s) – UNE Combinations to this Appendix UNE, subject to the following:</del>	Closed. SBC agreed to the change from SBC-13State to SBC-Ameritech or SBC-Midwest. Sage approved.

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<b>Number</b>	<b>Article Schedule</b>	<b>Section</b>	<b>SBC Proposed Language</b>	<b>Sage Proposed Language, Questions or Comment</b>	<b>Resolution</b>
1-10	IX Access to Unbundled Network Elements	9.1 fourth paragraph	Section 3, including any acts taken pursuant thereto, shall not in any way prohibit, limit or otherwise affect, or act as a waiver by, SBC-13STATE from pursuing any of its rights, remedies or arguments, including but not limited to those with respect to Verizon Comm. Inc., the remand thereof, or any FCC or Commission or court proceeding, including its right to seek legal review or a stay of any decision regarding combinations involving UNEs. Such rights, remedies, and arguments are expressly reserved by SBC-13STATE. Without affecting the foregoing, this Agreement does not in any way prohibit, limit, or otherwise affect SBC-13STATE any issue or subject addressed or related thereto.	Change SBC-13STATE to SBC-AMERITECH. (3 places in this paragraph)	Closed. SBC agrees to the change from SBC-13STATE to SBC-Ameritech.

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Number	Article Schedule	Section	SBC Proposed Language	Sage Proposed Language, Questions or Comment	Resolution
1-11	IX Access to Unbundled Network Elements	9.1 fifth paragraph	Upon the effective date of any regulatory, judicial, or legislative action setting forth, eliminating, or otherwise delineating or clarifying the extent of an incumbent LEC's UNE combining obligations, SBC-13STATE shall be immediately relieved of any obligation to perform any non-included combining functions or other actions under this Agreement or otherwise, and CLEC shall thereafter be solely responsible for any such non-included functions or other actions. This Section 3.3.2.2 shall apply in accordance with its terms, regardless of any "change of law" or "intervening law" or similarly purposed or other provision of the Agreement and, concomitantly, the first sentence of this Section 3.3.2.2 shall not affect the applicability of any such provisions in situations not covered by the first sentence.	Upon the effective date of any regulatory, judicial, or legislative action setting forth, eliminating, or otherwise delineating or clarifying the extent of an incumbent LEC's UNE combining obligations, SBC-13STATE shall be immediately relieved of any obligation to perform any non-included combining functions or other actions under this Agreement or otherwise, and CLEC shall thereafter be solely responsible for any such non-included functions or other actions. This Section 3.3.2.2 shall apply in accordance with its terms, regardless of any "change of law" or "intervening law" or similarly purposed or other provision of the Agreement and, concomitantly, the first sentence of this Section 3.3.2.2 shall not affect the applicability of any such provisions in situations not covered by the first sentence the change in law or intervening law provisions of this agreement will apply.	Unresolved - arbitrated issue

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Number	Article Schedule	Section	SBC Proposed Language	Sage Proposed Language, Questions or Comment	Resolution
1-12	IX Access to Unbundled Network Elements	9.1 sixth paragraph	Without affecting the application of the above (which shall apply in accordance with its provisions), upon notice by SBC-13STATE, the parties shall engage in good faith negotiations to amend the Agreement to set forth and delineate those functions or other actions that go beyond the ILEC obligation to perform the functions necessary to combine UNEs and combine UNEs with elements possessed by a requesting telecommunications carrier, and to eliminate any SBC-13STATE obligation to perform such functions or other actions. If those negotiations do not reach a mutually agreed-to amendment within sixty (60) days after the date of any such notice, the remaining disputes between the parties regarding those functions and other actions that go beyond those functions necessary to combine UNEs and combine UNEs with elements possessed by a requesting telecommunications carrier, shall be resolved pursuant to the dispute resolution process provided for in this Agreement. Such a notice can be given at any time, and from time to time.	Sage requests that this paragraph be deleted.	Unresolved - arbitrated issue

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<b>Number</b>	<b>Article Schedule</b>	<b>Section</b>	<b>SBC Proposed Language</b>	<b>Sage Proposed Language, Questions or Comment</b>	<b>Resolution</b>
1-13 (Part 1)	IX Access to Unbundled Network Elements	9.2.6	When an existing service employed by CLEC is replaced with a combination(s) of Unbundled Network Elements must be physically connected at the time of CLECs request, (including a combination of Network Elements), SBC-AMERITECH will not physically disconnect or separate in any other fashion equipment and facilities employed to provide the service(s) unless requested by CLEC. Charges for such transitioning of an existing service(s) to a combination of Unbundled Network Elements (that are pre-existing or already assembled be non-recurring and recurring charges applicable to the elements included in the combination, and the applicable service order charges as specified in the attached Pricing Schedule) are priced at the total element long-run incremental cost as set forth on the Pricing Schedule.	When an existing service employed by CLEC is replaced with a combination(s) of Unbundled Network Elements must be physically connected at the time of CLECs request, (including a combination of Network Elements), SBC-AMERITECH will not physically disconnect or separate in any other fashion equipment and facilities employed to provide the service(s) unless requested by CLEC. Charges for such transitioning of an existing service(s) to a combination of Unbundled Network Elements will be the (that are pre-existing or already assembled be non-recurring and recurring charges applicable to the elements included in the combination, and the applicable service order charges as specified in the attached Pricing Schedule) are priced at the total element long-run incremental cost as set forth on the Pricing Schedule.	Unresolved - arbitrated issue
1-13 (Part 2)					Unresolved - arbitrated issue



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Number	Article Schedule	Section	SBC Proposed Language	Sage Proposed Language, Questions or Comment	Resolution
1-14a	IX Access to Unbundled Network Elements	9.2.7.9	Operator Services, Directory Assistance and Directory Assistance Data provided, Ameritech may seek Commission authorization to discontinue the provision of Operator Services and Directory Assistance services on an unbundled bases at TSLRIC based rates and, upon receiving such authorization, immediately cease the provision of OS/DA services on an unbundled basis during the term of this Agreement, notwithstanding any provision in this Agreement to the contrary.	If SBC-AMERITECH alleges that it is not required to provide OS/DA under applicable law, SBC-AMERITECH shall pursue the appropriate regulatory remedies and then implement any decision under the change in law provisions of this Agreement.	Closed. Language replaced with the one page Schedule 9.2.9.
1-14b	IX Access to Unbundled Network Elements	9.2.7.9 first paragraph	AT&T may obtain Operator Services and Directory Assistance (OS/DA) from SBC Illinois pursuant to this Agreement at the market-based terms and conditions set forth in Article 22. Should AT&T choose to use SBC Illinois OS/DA services included in Article 22, the Parties will mutually agree to the rates for such services. Until rates are agreed to and the contract is updated to reflect those rates, ATT shall not buy OS/DA services from Article 22.	1) References to AT&T needs to be changed to CLEC. 2) References to Article 22 needs to be changed to Schedule 9.2.9 which is what we agreed Article 22 (OS and DA) was replacing. The Interconnection Agreement already has another Article 22 which does not relate to OS/DA. 3) Why is the last sentence needed? It appears that all rates are already in Appendix Pricing (pages 9 and 10).	Closed 1) SBC Agreed. 2) SBC Agreed. 3) SBC will delete last sentence.

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Number	Article Schedule	Section	SBC Proposed Language	Sage Proposed Language, Questions or Comment	Resolution
1-14c	IX Access to Unbundled Network Elements	9.2.7.9 second paragraph	Notwithstanding the provisions of Article 22, nothing in this Agreement shall derogate, limit or alter AT&T's right to purchase OS and/or DA at TELRIC rates pursuant to any SBC Illinois tariff. The parties recognize that SBC Illinois makes OS/DA available as UNEs at TELRIC rates pursuant to tariff as of the Effective Date.	1) References to AT&T needs to be changed to CLEC. 2) References to Article 22 needs to be changed to Schedule 9.2.9 which is what we agreed Article 22 (OS and DA) was replacing. The Interconnection Agreement already has another Article 22 which does not relate to OS/DA.	Closed 1) SBC Agreed. 2) SBC Agreed.

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Number	Article Schedule	Section	SBC Proposed Language	Sage Proposed Language, Questions or Comment	Resolution
1-14d	IX Access to Unbundled Network Elements	9.2.7.9 third paragraph	In the event SBC Illinois lawfully ceases to make OS/DA available as UNEs pursuant to tariff during the term of this Agreement but SBC Illinois remains obligated by the Illinois Commerce Commission to make OS/DA available as UNEs pursuant to interconnection agreements, the parties shall treat this occurrence as a Change in Law event under Section 29.3 of this Agreement and negotiate an appropriate amendment within 60 days. If AT&T is purchasing OS and DA as UNEs from an SBC Illinois tariff at the time SBC lawfully ceases to make OS/DA available as UNEs pursuant to tariff during the term of this Agreement yet remains obligated to provide OS and DA as UNEs at Commission-approved TELRIC rates, SBC shall continue to provide OS and DA to AT&T as UNEs at Commission-approved rates, terms and conditions until such time as the Illinois Commerce Commission approves the parties' amendment and such amendment becomes effective.	1) Why is this paragraph needed? 2) References to AT&T need to be changed to CLEC. 3) Reference to Section 29.3 needs to be changed to Section 29.4.	Unresolved - arbitrated issue

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Number	Article Schedule	Section	SBC Proposed Language	Sage Proposed Language, Questions or Comment	Resolution
1-15	IX Access to Unbundled Network Elements	9.3.2.1	. . . Charges for the conversion of an end user's existing service to Unbundled Network Elements (including Combinations) shall be as set forth in the Pricing Schedule as per the applicable UNE or UNE Combinations. Currently offered UNE combinations are set forth in Table 1 of the schedule/amendment/ appendix. Charges for conversions of existing combinations not included in the combination schedule will be determined as part of the BFR or BFR OC process.	. . . Charges for the conversion of an end user's existing service to Unbundled Network Elements (including Combinations) shall be as set forth in the Pricing Schedule as per the applicable UNE or UNE Combinations. Currently offered UNE combinations are set forth in Table 1 of the schedule/amendment/ appendix. Charges for conversions of existing combinations not included in the combination schedule will be determined as part of the BFR or BFR OC process. Service order charges are the only charges that apply to conversions of existing combinations. Service order charges and the non-recurring charges for the individual UNEs will apply to new combinations.	Unresolved - arbitrated issue

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Number	Article Schedule	Section	SBC Proposed Language	Sage Proposed Language, Questions or Comment	Resolution
1-16 (Part 1)	IX Access to Unbundled Network Elements	9.15.8		<p>9.15.8 In respons to a trouble ticket by CLEC where AMERITECH-ILLINOIS determines in error that the trouble is in CLEC's network or CLEC's end users equipment or communications systems, and CLEC subsequently finds the trouble resides in AMERITECH-ILLINOIS network, CLEC will be credited for all AMERITECH-ILLINOIS trouble isolation costs of the original trouble ticket, and if deemed necessary, subsequent trouble tickets warranted to the same case of trouble. In addition, CLEC may charge AMERITECH-ILLINOIS after closing the trouble ticket, a charge for trouble isolation, at a rate not to exceed the tariffed amount that AMERITECH-ILLINOIS could charge CLEC under AMERITECH-ILLINOIS' tariff for the same service, provided that CLEC's time for trouble isolation must be reasonable in relation to work actually performed, and further provided that AMERITECH-ILLINOIS may pay such charges to CLEC my means of an identifiable credit on CLEC's account.</p> <p>(continued next cell)</p>	Unresolved - arbitrated issue

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Number	Article Schedule	Section	SBC Proposed Language	Sage Proposed Language, Questions or Comment	Resolution
1-16 (Part 2)				(continued from previous cell) If either Party disagrees with the applicable charge assessed, the determination of the appropriate charge will be subject to the dispute resolution provisions of this Agreement.	
1-17	IX Access to Unbundled Network Elements	9.4		9.4 Access to IntraLATA Transmission Capabilities	Unresolved - arbitrated issue
1-18	IX Access to Unbundled Network Elements	9.4.1		9.4.1 SBC Ameritech Illinois shall provide CLEC access on an unbundled basis to the intraLATA interexchange transmission capabilities of SBC Ameritech Illinois' existing network as and to the extent required by FCC rules and orders, including the Forfeiture Order ("IntraLATA Transmission Capabilities"). As used herein, "IntraLATA Transmission Capabilities" includes the L-PIC Ability as defined in paragraph 9.4.2.	Unresolved - arbitrated issue

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Number	Article Schedule	Section	SBC Proposed Language	Sage Proposed Language, Questions or Comment	Resolution
1-19 (Part 1)	IX Access to Unbundled Network Elements	9.4.2		9.4.2 In conjunction with CLEC's purchase of an unbundled local circuit switching (ULS) port with unbundled shared transport from SBC Ameritech Illinois under the Agreement and as and to the extent required by FCC rules and orders (including the Forfeiture Order), SBC Ameritech Illinois shall specifically make available, upon a ULS port-specific request, the ability to route over SBC Ameritech Illinois' existing network "1+" intraLATA calls originating from the ULS port ("L-PIC Ability"). The L-PIC Ability will be provided from SBC Ameritech Illinois' originating end-office where the ULS port is being provided, and consists of use of SBC-Ameritech Illinois' existing intraLATA interexchange transmission facilities using the same routing tables and network facilities, including interexchange trunk groups and tandem switching, as intraLATA toll calls originated from the same end-office by SBC Ameritech Illinois' retail end user customers for whom SBC Ameritech Illinois is the presubscribed intraLATA toll carrier. (continued next cell)	Unresolved - arbitrated issue

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<b>Number</b>	<b>Article Schedule</b>	<b>Section</b>	<b>SBC Proposed Language</b>	<b>Sage Proposed Language, Questions or Comment</b>	<b>Resolution</b>
1-19 (Part 2)				(continued from previous cell) The L-PIC Ability shall be made available through the use of CLEC of SBC Ameritech Illinois' routing code or, if the means exists and are enabled by SBC Ameritech Illinois to use CLEC's Carrier Identification Code (CIC) instead of SBC Ameritech Illinois' code, then using CLEC's CIC.	



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<b>Number</b>	<b>Article Schedule</b>	<b>Section</b>	<b>SBC Proposed Language</b>	<b>Sage Proposed Language, Questions or Comment</b>	<b>Resolution</b>
1-20	IX Access to Unbundled Network Elements	9.4.3		9.4.3 In addition to other applicable charges, including charges for the ULS port and usage records, the rates applicable to unbundled shared transport shall also apply to the use of the L-PIC Ability. The blended transport usage-sensitive rate applies to calls originating from a ULS port and will apply in addition to ULS usage-sensitive rates, if any. The blended transport rate accounts for portions of SBC Ameritech Illinois' network used to transport calls and encompasses use of the network including non-conversation time, and accounts for both tandem- and direct-routed traffic. Any other use of the IntraLATA Transmission Capabilities shall be requested, and associated terms, conditions, and rates established, through the bona fide request process (or its similar counterpart) set forth in the Agreement, unless such use is otherwise already provided for in this Agreement.	Unresolved - arbitrated issue

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Number	Article Schedule	Section	SBC Proposed Language	Sage Proposed Language, Questions or Comment	Resolution
1-21	IX Access to Unbundled Network Elements	9.4.4		9.4.4 CLEC has the sole responsibility for entering into arrangements with terminating carriers for traffic originated by CLEC's customers, including those carried on the IntraLATA Transmission Capabilities. CLEC must indemnify and defend SBC Ameritech Illinois against any claims and/or damages that may result from the transmission of such traffic of any other carriers.	Unresolved - arbitrated issue
1-22	IX Access to Unbundled Network Elements	9.4.5		9.4.5 CLEC is and will remain solely liable and responsible for any terminating compensation charges applicable to traffic originating with such ULS ports, including the traffic carried by the IntraLATA Transmission Capabilities, including such charges that are payable to third party carriers and SBC Ameritech Illinois for the termination of such traffic to their respective end-users, as applicable. The foregoing provisions of this Paragraph 9.4.5 shall not prejudice or otherwise affect any position that either Party may take on the application of terminating access charges in any subsequent negotiation, arbitration, or otherwise.	Unresolved - arbitrated issue

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<b>Number</b>	<b>Article Schedule</b>	<b>Section</b>	<b>SBC Proposed Language</b>	<b>Sage Proposed Language, Questions or Comment</b>	<b>Resolution</b>
1-23	IX Access to Unbundled Network Elements	9.4.6		9.4.6 SBC Ameritech Illinois' offer of IntraLATA Transmission Capabilities, is not, and shall not in any way be construed to be, an admission by SBC Ameritech Illinois or any of its affiliates that any one of them has acted wrongfully and/or unlawfully in any manner. SBC Ameritech Illinois' offer of IntraLATA Transmission Capabilities shall not be construed in any proceeding as a present or past admission of liability; shall not in any way be used as proof or evidence in any proceeding on whether SBC Ameritech Illinois previously was required by law to provide such Capabilities; and shall not be used as proof or evidence that SBC Ameritech Illinois should be required under the Agreement, or otherwise to continue to provide unbundled local circuit switching, unbundled shared transport, or such Capabilities.	Unresolved - arbitrated issue

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Number	Article Schedule	Section	SBC Proposed Language	Sage Proposed Language, Questions or Comment	Resolution
2-01	VII Transport and Termination of Other Types of Traffic	7.1.15 last paragraph	The Originating Party shall provide to the Terminating Party sufficient information regarding uncollectibles and Customer adjustments. The Terminating Party shall pass through the adjustments to the information provider. Final resolution regarding all disputed adjustments shall be solely between the Originating Party and the information provider.	The Originating Party shall provide to the Terminating Party sufficient information regarding uncollectibles and Customer adjustments. The Terminating Party shall pass through the adjustments to the information provider. Final resolution regarding all disputed adjustments shall be solely between the Originating Party and the information provider.	Unresolved - arbitrated issue. SBC will agree to Sage's proposed language up to "CLEC will not be liable . . ."
2-02	X Resale at Wholesale Rates			No Change	Closed
2-03	XI Notice of Changes			No Change	Closed
2-04	XII Collocation			No Change	Closed
2-05	XIII Number Portability			No Change	Closed
2-06	XIV Dialing Parity			No Change	Closed

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Number	Article Schedule	Section	SBC Proposed Language	Sage Proposed Language, Questions or Comment	Resolution
2-07	XV Directory Listings	15.1	In collaborative proceedings and/or other proceedings before State Commissions, SBC-AMERITECH and CLEC shall support the development and implementation of single interfaces and/or processes for the inclusion by SBC-AMERITECH or CLEC End User information in White Pages directories	In collaborative proceedings and/or other proceedings before State Commissions in which SBC-AMERITECH or CLEC participate, SBC-AMERITECH and CLEC shall support the development and implementation of single interfaces and/or processes for the inclusion by SBC-AMERITECH or CLEC End User information in White Pages directories	Closed. SBC agrees to Sage's proposed changes.
2-08	Recip Comp Amendment	4.9.8	Each Party will provide to the other, within fifteen (15) calendar days, after the end of each quarter, a Percent Local Usage (PLU) report.	Would this apply to Sage as a UNE-P provider?	Closed. Per SBC, this will not apply.
2-08a	Recip Comp Amendment	4.10.4(a)	Reciprocal compensation applies to transport and termination of Local Calls, as defined in Schedule 1.2.	I do not find a definition of Local Calls in Schedule 1.2.	Unresolved - arbitrated issue

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Number	Article Schedule	Section	SBC Proposed Language	Sage Proposed Language, Questions or Comment	Resolution
2-09	Recip Comp Amendment	4.10.4(b)	Currently, calls originated over UNEs in areas served by SBC-AMERITECH, are not subject to reciprocal compensation since the UNE origination rates for unbundled local switching reflect and include the costs of call termination. Upon completion of SBC-AMERITECH's development of a long term shared transport product, compensation for calls originated over UNEs in Wisconsin will be handled as described in Section 4.10.4(a). SBC-AMERITECH will complete the development of a long-term shared transport product no later than October 8, 2000, and it will be made available via amendment to this Agreement."	1) Why does the second sentence refer to Wisconsin? 2) Has a long-term shared transport product been developed and is there an amendment related to same?	Closed. Sage accepts language, with change of "Wisconsin" to "Illinois."
2-10	Recip Comp Amendment	4.11.1.2.1	Tandem Switching (compensation for the use of tandem switching functions) - \$.000927 per MOU \$.000496 setup per Message.	The Tariff reflects a different rate for Tandem Switching per MOU and does not reflect a rate for Tandem Switching setup per Message.	Closed. The tariff does not split MOU and set-up apart as the Interconnection agreement does.
2-11	Recip Comp Amendment	4.11.1.2.3	Tandem Switching, per minute of use \$0.004836 Tandem Termination, per minute of use \$0.000189 Tandem Facility, per minute of use \$0.000093	1) Sage did not find these rates in the tariff? 2) What is Tandem Facility, per minute of use?	Closed. The tariff does not split MOU and set-up apart as the Interconnection agreement does.
2-12	Recip Comp Amendment	4.11.3.1.1	End Office Setup- \$.0009512 per Message	Sage did not find these rates in the tariff?	Closed. The tariff does not split MOU and set-up apart as the Interconnection agreement does.

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Number	Article Schedule	Section	SBC Proposed Language	Sage Proposed Language, Questions or Comment	Resolution
2-13	Recip Comp Amendment	4.11.2.1.2	End Office Duration - \$0.000927 per MOU	Sage did not find these rates in the tariff?	Closed. The tariff does not split MOU and set-up apart as the Interconnection agreement does.
2-14	Recip Comp Amendment	27.11.4	When AT&T is a local switch element customer of SBC-AMERITECH, SBC- AMERITECH will calculate a third party switch originated mutual compensation statewide average revenue per access line which will be multiplied by AT&T's switch port count to arrive at AT&T's compensation for terminating traffic originated from a third party. SBC- AMERITECH will calculate each month's statewide average revenue/access line using that month's mutual compensation summary data and apply to each AT&T switch port in service to arrive at that month's compensation.	Sage needs an explanation of this paragraph.	Closed. Sage accepts language, with change from "AT&T" to "CLEC."
3-01	XVI Access to Poles, . . .			No Change	Closed

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Number	Article Schedule	Section	SBC Proposed Language	Sage Proposed Language, Questions or Comment	Resolution
3-02	XVII Intercept/Referral Announcement	17.1 second paragraph	Intercept Announcements shall be provided reciprocally, free of charge to both the other Party and the Customer, for the period specified in Michigan Administrative Rule 484.134. However, if either Party provides Intercept Announcements for a period longer than the above period when its Customers change their telephone numbers, such Party shall provide the same level of service to Customers of the other Party.	What period will the intercept/referral announcement need to be on an abandoned telephone number?	Closed. Per e-mail from SBC, the period will be for one month. The rates for this service will be found in the Illinois Tariff 20, Part 2, Section 4. The applicable Service Order Charges would apply.
3-03	XVIII Joint Operation Teams			This Article should not be needed. Can we get a waiver of this requirement?	Closed. SBC agrees to a waiver of this.
3-04	XIX General Responsibilities of Parties	19.5	Forecasting Requirements	Confirm that the forecasting requirements do not apply to UNE-P providers.	Closed. SBC agrees that this does not apply to UNE-P providers.
3-05	XIX General Responsibilities of Parties	19.17	To the extent it has not been previously provided to SBC-AMERITECH, on the date of CLEC's signature of this Agreement, CLEC shall provide SBC-AMERITECH with CLEC's national OCN for Resale Services and its Michigan state-specific OCN for facilities-based services (Interconnection and/or Unbundled Network Elements).	This section references Michigan instead of Illinois. This needs to be corrected.	Closed. SBC agrees to change the reference in this section to Illinois.



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Number	Article Schedule	Section	SBC Proposed Language	Sage Proposed Language, Questions or Comment	Resolution
3-06	XIX General Responsibilities of Parties	19.20.3	. . . (i) if, immediately prior to the Effective Date, CLEC was not operating as a local service provider in Michigan , the initial deposit shall be in the amount of \$17,000; or (ii) if, immediately prior to the Effective Date, CLEC was operating as a local service provider in Michigan, the deposit shall be in the amount calculated using the method set forth in Section 19.20.7 of this Agreement. ...	This section references Michigan instead of Illinois. This needs to be corrected.	Closed. SBC agrees to change the reference in this section to Illinois.
3-07	XX Proprietary Information			No Change	Closed
3-08	XXI Term and Termination			No Change	Closed
3-09	XXII Disclaimer of Representations and Warranties			No Change	Closed
3-10	XXIII Cancellation Charges			No Change	Closed
3-11	XXIV Severability			No Change	Closed

# ILLINOIS NEGOTIATION ISSUE LOG

Number	Article Schedule	Section	SBC Proposed Language	Sage Proposed Language, Questions or Comment	Resolution
3-12	XXV Indemnification	25.1(c)	SBC do not and shall not indemnify, defend or hold CLEC harmless, or be responsible for indemnifying or defending, or holding CLEC harmless, for any Claims or Losses for actual or alleged infringement of any Intellectual Property right or interference with or violation of any contract right that arises out of, is caused by, or relates CLEC's Interconnection with SBC's network and unbundling and/or combining SBC's Network Elements (including combining with CLEC's Network Elements) or CLEC's use of other functions, facilities, products or services furnished under this Agreement. Any indemnities for Intellectual Property rights associated with unbundled network elements shall be vendor's indemnities and are a part of the Intellectual Property rights SBC agrees to use its best efforts to obtain.	<u>The parties SBC do not and shall not indemnify, defend or hold the other party CLEC harmless, or be responsible for indemnifying or defending, or holding the other party CLEC harmless, for any Claims or Losses for actual or alleged infringement of any Intellectual Property right or interference with or violation of any contract right that arises out of, is caused by, or relates to the parties' CLEC's Interconnection with each other's SBC's network and unbundling and/or combining SBC's Network Elements (including combining with CLEC's Network Elements) or the parties' CLEC's use of other functions, facilities, products or services furnished under this Agreement. Any indemnities for Intellectual Property rights associated with unbundled network elements shall be vendor's indemnities and are a part of the Intellectual Property rights SBC agrees to use its best efforts to obtain.</u>	Closed. SBC agrees with Sage's proposed changes.
3-13	XXVI Limitation of Liability			No Change	

**ILLINOIS NEGOTIATION  
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<b>Number</b>	<b>Article Schedule</b>	<b>Section</b>	<b>SBC Proposed Language</b>	<b>Sage Proposed Language, Questions or Comment</b>	<b>Resolution</b>
3-14	XXVII Billing	27.2.1.1	SBC-AMERITECH agrees to accept, process and pay all bill invoices submitted by CLEC that are not CABS-compliant until such time as CLEC completes the conversion of the paper bill process in use as of April 1, 2000 to a CABS compliant process. CLEC shall use its reasonable best efforts to complete this conversion by January 1, 2001.	Does this apply to Sage?	Closed. Sage agreed to Intentionally left blank.
3-15	XXVII Billing	27.6	Testing Requirements	This should not be needed. Can Sage get a waiver of this requirement?	Closed. Per SBC, this will not apply to Sage.
3-16	XXVII Billing	27.10.4	Each EMR record transmitted by one Party to the other Party will contain a CIC	Whose CIC is this referring too?	Closed. Per SBC's e-mail, typically the CIC refers to the originating Party, but on occasion it will be the "0" when on SBC's transport.

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Number	Article Schedule	Section	SBC Proposed Language	Sage Proposed Language, Questions or Comment	Resolution
3-17	XXVII Billing	27.10.4.1	If SBC-AMERITECH does not have CIC for a local exchange carrier, CLEC or IXC for whom SBC-AMERITECH must transmit to CLEC Connectivity Billing records or information pursuant to this Article XXVII, SBC-AMERITECH will assist such carrier in obtaining a CIC expeditiously. Until such carrier obtains a CIC, SBC-AMERITECH will use SBC-AMERITECH's CIC on records for billing and payment submitted to CLEC with respect to such carrier. SBC-AMERITECH will obtain reimbursement for the respective charges from the appropriate carrier.	Whose CIC is this referring too?	Closed. For UNEs for IntraLATA toll, Sage would use SBC's LPIC. This would not limit Sage's use of UNEs for intraLATA toll.
3-18	XXVIII Audit Rights, Disputed Amounts and Dispute Resolution			No Change	Closed
3-19	XXIX Regulatory Approval			No Change	Closed
4-01	XXX Miscellaneous	30.1	To CLEC: Sage Telecom, Inc. Gary Nuttall-VP, CTO 805 Central Expressway South Allen, TX 75013	To CLEC: Sage Telecom, Inc. Gary Nuttall-VP, CTO Norlene Duke, Director-Industry Affairs 805 Central Expressway South Allen, TX 75013	Closed. SBC agrees with Sage's proposed changes.
4-02	XXXI Collocation			No Change	Closed

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Number	Article Schedule	Section	SBC Proposed Language	Sage Proposed Language, Questions or Comment	Resolution
4-03	XXXII Performance Measurements	32.0 32.1	32.0 The Parties acknowledge that the Michigan Public Service Commission ("Commission") in Case No. U-11830 adopted performance measurements and a remedy plan applicable to SBC-AMERITECH. 32.1 SBC-AMERITECH shall implement Performance Measurements and a remedy plan as determined by the Commission in Case No. U-11830 . . .	The reference to the Michigan Commission and Case No. U-11830 needs to be revised to reflect Illinois.	Closed. SBC proposes "Intentionally Left Blank". Sage agrees.
4-04	XXXIII Operator Support Systems		13-State Appendix OSS - Resale & UNE	Michigan Article XXXIII Operational Support Systems  This was not identified as a change to the baseline agreement. However, our Michigan Interconnection Agreement contains an Article XXXIII.	Closed. Per SBC, this will replace Article XXXIII. Sage prepared a redlined document that makes this OSS Illinois specific. SBC agreed to redlined document.

# ILLINOIS NEGOTIATION ISSUE LOG

Number	Article Schedule	Section	SBC Proposed Language	Sage Proposed Language, Questions or Comment	Resolution
4-05	XXXIV Entire Agreement	second paragraph below signatures	. . . In the event that any of the rates, terms and/or conditions herein, or any of the laws or regulations that were the basis for a provision of the Agreement, are invalidated, modified or stayed by any action of any state or federal regulatory bodies or courts of competent jurisdiction, including but not limited to any decision or proceedings referenced herein, the Parties shall immediately incorporate changes from the underlying Agreement, made as a result of any such action into this Agreement.	. . . In the event that any of the rates, terms and/or conditions herein, or any of the laws or regulations that were the basis for a provision of the Agreement, are invalidated, modified or stayed by any action of any state or federal regulatory bodies or courts of competent jurisdiction, including but not limited to any decision or proceedings referenced herein, it is Ameritech's position that the Parties shall should immediately incorporate changes from the underlying Agreement, made as a result of any such action into this Agreement.	Closed. SBC approves Sage's proposed changes.
4-06	XXXIV Entire Agreement	third paragraph below signatures	The parties further acknowledge {Ameritech Michigan} notes that on April 27, 2001, . . .	<del>The parties further acknowledge {Ameritech Michigan} notes that on April 27, 2001, . . .</del>	Closed. SBC accepted Sage's proposed changes.
4-07	1.2 Definitions			No Change	Closed
4-08	2.2 Bona Fide Request			No Change	Closed
4-09	2.3 Technical Reference			No Change	Closed
4-10	9.2.1 Local Loops	9.2.1.1	Last Sentence: In this Schedule 9.2.1 to Article IX any reference to SD-1 shall mean, at CLEC's option either DS-1 AMI or xDSL facility.	Should "SD-1" be "DS-1"?	Closed. SBC agreed this should be DS-1.

**ILLINOIS NEGOTIATION  
ISSUE LOG**

<b>Number</b>	<b>Article Schedule</b>	<b>Section</b>	<b>SBC Proposed Language</b>	<b>Sage Proposed Language, Questions or Comment</b>	<b>Resolution</b>
4-11	9.2.1 Local Loops	9.2.1.4	A New Enhanced Extended Loop (New EEL) is a new combination of UNEs consisting of certain Unbundled Local Loops together with certain Unbundled Dedicated Transport (UDT), using the appropriate cross-connects and, when needed, multiplexing between the Unbundled Loop and UDT in a particular EEL. The New EEL consists of an Unbundled Local Loop (joining a telecommunications carrier's end user's premises and SBC-Michigan's central office serving that end user where the telecommunications carrier is not physically collocated) connected to Unbundled Dedicated Transport (joining SBC-Michigan's central office serving that end user to a telecommunications carrier's collocation arrangement in a different SBC-Michigan central office in the same LATA.) EELs may be provided under this Agreement only in accordance with all pertinent Commission and FCC orders (such as the final ruling on the Triennial Review), including the Supplemental Order and Supplemental Order Clarification referenced in Section 9.2.1.3.6, above.	EELs will be provided under this Agreement in accordance with all pertinent Commission and FCC orders, including the Supplemental Order and Order Clarifying Supplemental Order referenced in 9.2.1.3.6, above.	Unresolved - arbitrated issue

**ILLINOIS NEGOTIATION  
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Number	Article Schedule	Section	SBC Proposed Language	Sage Proposed Language, Questions or Comment	Resolution
4-12	9.2.2 High Frequency Portion of the Loop	9.2.2.8.1.6	SBC-AMERITECH shall be under no obligation to provision xDSL capable loops in any instance where physical facilities do not exist. SBC-AMERITECH shall be under no obligation to provide line sharing where SBC-AMERITECH is not the existing retail provider of the traditional, analog voice service (POTS). SBC-AMERITECH will, however permit provide line splitting by AT&T, using AT&T's own splitter or the splitter of a third party, over when SBC-AMERITECH provides the UNE-P service . . .	SBC-AMERITECH shall be under no obligation to provision xDSL capable loops in any instance where physical facilities do not exist. SBC-AMERITECH shall be under no obligation to provide line sharing where SBC-AMERITECH is not the existing retail provider of the traditional, analog voice service (POTS). SBC-AMERITECH will, however permit provide line splitting by AT&T CLEC, using AT&T's CLEC's own splitter or the splitter of a third party, over when SBC-AMERITECH provides the UNE-P service . . .	Closed. SBC agrees with Sage's proposed changes.
4-13	9.2.2 High Frequency Portion of the Loop	9.2.2.15.5	The charges for Acceptance Testing are provided in the applicable tariff FCC Tariff No. 2 Sec. 13.3.4(c)(1)(a) ** ADDITIONAL** Ameritech FCC No. 2; Sec 13.3.4(c)(1)(a) UBCX+ \$40.92 \$22.60	Sage needs clarification of this paragraph.	Closed. SBC's proposed changes: The charges for Acceptance Testing are provided in the applicable tariff FCC Tariff No. 2 Sec. 13.3.4(c)(1)(a) ** ADDITIONAL** Ameritech FCC No. 2; Sec 13.3.4(c)(1)(a) UBCX+ \$40.92 \$22.60 Sage agreed.



# ILLINOIS NEGOTIATION ISSUE LOG

Number	Article Schedule	Section	SBC Proposed Language	Sage Proposed Language, Questions or Comment	Resolution
4-13a (Part 1)	9.2.2 High Frequency Portion of the Loop	9.2.2.14.8		9.2.2.14.8 If the CLEC opens a trouble ticket for the HFPL portion of the loop to AMERITECH-ILLINOIS and the problem is determined to be in the CLEC's network, the CLEC will pay AMERITECH-ILLINOIS the applicable effective tariffed rate for trouble isolation, maintenance, and repair (as specified in Section 9.2.2.14 above) upon closing the trouble ticket. In response to a trouble ticket initiated by CLEC where AMERITECH-ILLINOIS determines in error that the trouble is in CLEC's network, and CLEC subsequently finds the trouble resides in AMERITECH-ILLINOIS network, CLEC will be credited for all AMERITECH-ILLINOIS trouble isolation costs on the original trouble ticket, and, if deemed necessary, subsequent trouble tickets warranted to the same case of trouble. (continued in next cell)	Unresolved - arbitrated issue

# ILLINOIS NEGOTIATION ISSUE LOG

Number	Article Schedule	Section	SBC Proposed Language	Sage Proposed Language, Questions or Comment	Resolution
4-13a (Part 2)				(continued from previous cell) In addition, CLEC may charge AMERITECH-ILLINOIS after closing the trouble ticket, a charge for trouble isolation, at a rate not to exceed the tariffed amount that AMERITECH-ILLINOIS could charge CLEC under AMERITECH-ILLINOIS' tariff for the same service, provided that CLEC's time for trouble isolation must be reasonable in relation to the work actually performed, and further provided that AMERITECH-ILLINOIS may pay such charges to CLEC by means of an identifiable credit on CLEC's account. If either Party disagrees with the applicable charge assessed, the determination of the appropriate charge will be subject to the dispute resolution provisions of this Agreement.	

# ILLINOIS NEGOTIATION ISSUE LOG

Number	Article Schedule	Section	SBC Proposed Language	Sage Proposed Language, Questions or Comment	Resolution
4-14	9.2.3 Dark Fiber	9.2.3.1	Dark fiber, is deployed unlit fiber optic cable that connects two points within the Company's network. Dark fiber is spare fiber that has not been activated through connection to the electronics that 'light' that fiber, and thereby rendering it capable of carrying communication services. Spare dark fiber is fiber that is spliced in all segments from end-to-end and would provide continuity or "light" end-to-end.(New SBC language) CLEC may only subscribe to dark fiber that is considered "spare," as defined in Sections 9.2.3.4 and 9.2.3.5.1, below. Access to dark fiber is to be used to provide telecommunications carriers with the ability to provide local telephone exchange service to the telecommunications carrier's end user customers. Dark fiber is not permitted to be used for displacing the Company's existing tariffed access services except to the extent required by law.	1) Why is SBC alternately referring to the fiber as "dark fiber" and "spare fiber"? 2) Sage would like "Spare Fiber" referred to as "Available Fiber". 3) "Spare Fiber" and "Dark Fiber" needs to be defined.	Closed. SBC proposed language . . . Spare Dark fiber is fiber that is spliced in all segments from end-to-end and would provide continuity or "light" end-to-end. . . . Sage agreed.
4-14a	9.2.3 Dark Fiber	9.2.3.3	Loop Dark Fiber	1) Is this referring to a complete loop or just a segment? 2) This needs to be defined.	Closed. Per SBC, this refers to complete loop. However, it may be spliced.

## ILLINOIS NEGOTIATION ISSUE LOG

Number	Article Schedule	Section	SBC Proposed Language	Sage Proposed Language, Questions or Comment	Resolution
4-14b	9.2.3 Dark Fiber	9.2.3.3.3	At CO's the dark fiber terminates on a fiber distribution frame, or equivalent, in the CO. CLEC access may be provided where technically feasible, for example, all Collocation methods set forth in Article XII will be considered technically feasible.	1) In the absence of collocation, will this distribution frame be provided by the SBC-Ameritech and specifically assigned to Sage? 2) How will it be secured?	Closed. This is not applicable in the absence of collocation.
4-14c	9.2.3 Dark Fiber	9.2.3.4	All available fiber will be offered as is. No conditioning will be offered. CLEC's request for dark fiber to be provided on an unbundled basis shall be provided by SBC-AMERITECH consistent with FCC rules and applicable state law.	1) What is meant by "as is"? Could the fiber have been spliced?	Closed. Per SBC's e-mail, in the case of dark fiber, means "not enhancing", "not testing", "as is", "will not modify" based upon any REQUESTED specific performance criteria.
4-14d	9.2.3 Dark Fiber	9.2.3.7	The demarcation point for dark fiber at central offices, remote terminals and customer premises will be in the SBC-AMERITECH approved splitter shelf. This arrangement allows for non-intrusive testing.	Whose central offices, remote terminals and customer premises are being referred to in this section?	Closed. This refers to SBC's central offices and remote terminals.
4-14e	9.2.3 Dark Fiber	9.2.3.8	SBC-AMERITECH will install demarcations and place the fiber jumpers from the fiber optic terminals to the demarcation point. CLEC will run its fiber jumpers from the demarcation point (1x2, 90-10 optical splitter) to the CLEC equipment, or as otherwise mutually agreed by the Parties.	1) Define "fiber optic terminals" v. a "fiber distribution frame". 2) Why the designation of a 1x2, 90-10 optical splitter? 3) Whose facilities are being referenced in the first sentence?	Closed. Explanation provided to Sage.

**ILLINOIS NEGOTIATION  
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Number	Article Schedule	Section	SBC Proposed Language	Sage Proposed Language, Questions or Comment	Resolution
4-15	9.2.4 Unbundled Access to Network Interface Devices			No Change	Closed
4-16	9.2.5 Subloop			No Change	Closed
4-17	9.2.6 Switching	9.2.6.1.7	"Customized Routing supplied by SBC-Midwest shall provide Sage with the capability of directing Sage's local OS and DA traffic to its own operators and/or directory assistance agents or to those of a third party vendor."	Why was this added?	Closed. Sage proposed the following change.  "Customized Routing supplied by SBC-Midwest shall provide Sage with the capability of directing Sage's local OS and DA traffic to its own operators and/or directory assistance agents or to those of a third party vendor."  SBC agrees to the change.

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Number	Article Schedule	Section	SBC Proposed Language	Sage Proposed Language, Questions or Comment	Resolution
4-18	9.2.6 Switching	9.2.6.1.7.1	Where physical trunking rearrangement work is performed in the process of establishing custom routing groups for migrating Operator and DA services to CLEC, SBC-AMERITECH shall charge for performing the trunk rearrangements. Additional charges may be applicable for SBC to recover its costs in providing the customized routing for AT&T, e.g., performing translation work and building routing tables specific to AT&T's request. Charges under this Section shall be calculated pursuant to 252(d)(1)	Where physical trunking rearrangement work is performed in the process of establishing custom routing groups for migrating Operator and DA services to CLEC, SBC-AMERITECH shall apply only those charges necessary to recover the forward-looking economic costs of performing the trunk rearrangements. (Note: This is the language that is in the Michigan Agreement.)	Unresolved - arbitrated issue

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<b>Number</b>	<b>Article Schedule</b>	<b>Section</b>	<b>SBC Proposed Language</b>	<b>Sage Proposed Language, Questions or Comment</b>	<b>Resolution</b>
4-19	9.2.7 Interoffice Transmission Facilities	9.2.7.1.1 fourth paragraph	When CLEC subscribes to ULS pursuant to Schedule 9.2.6 of this Agreement, SBC-Ameritech provides to CLEC the function of shared transport (as defined in the Third Order on Reconsideration and Further Notice of Proposed Rulemaking, Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, 12 FCC Rcd 12460 (1997)), as described in Paragraph 56 of Attachment 1 in the August 27, 1999 ex parte to the FCC in In the Matter of the SBC/Ameritech Merger, CC Docket No. 98-141 ("FCC Conditions") and pursuant to terms and conditions more specifically set forth in Ameritech Michigan's tariff (Michigan Bell Telephone Company Tariff M.P.S.C. No. 20R; Part 19, Section 21) as approved by the Michigan Commission in Case No. U12622. Those specific terms and conditions are incorporated herein by reference.	Sage would like to leave in the tariff reference and simply change it to reference the Illinois tariff.	Closed. Sage 's proposal accepted by SBC.
4-20	9.2.8 Signaling Networks			We did not receive this schedule.	Closed. Schedule received.

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<b>Number</b>	<b>Article Schedule</b>	<b>Section</b>	<b>SBC Proposed Language</b>	<b>Sage Proposed Language, Questions or Comment</b>	<b>Resolution</b>
4-21	9.2.9 Operator Services and Directory Services	9.2.9.6.1.1.5.1	An initial non-recurring charge applies per brand, per Operator Assistance Switch, per trunk group for the establishment of CLEC specific branding. In addition, a per call charge applies for every DA call handled by SBC-AMERITECH on behalf of CLEC when such services are provided in conjunction with the purchase of SBC-AMERITECH unbundled local switching. An additional non-recurring charge applies per brand, per Operator assistance switch, per trunk group for each subsequent change to the branding announcement. CLEC shall be required to pay these charges when and if they are approved by the Commission. Neither Party waives its right to argue for or against a true-up of such rates and reserves the right to so do.	Sage requests that this paragraph remain as is without SBC's proposed deletion of the last two sentences.	Closed. This Section 9.2.9 will be replaced with Article 22 Operator Services and Directory Services which will be relabeled as Schedule 9.2.9. Accordingly, this issue is no longer applicable to this Article and Section.



# ILLINOIS NEGOTIATION ISSUE LOG

Number	Article Schedule	Section	SBC Proposed Language	Sage Proposed Language, Questions or Comment	Resolution
4-22	9.2.9 Operator Services and Directory Services	9.2.9.7.1.1.4.1	An initial non-recurring charge applies per brand, per Operator Assistance Switch, per trunk group for the establishment of CLEC specific branding. In addition, a per call charge applies for every OS call handled by SBC-AMERITECH on behalf of CLEC when such services are provided in conjunction with the purchase of SBC- AMERITECH unbundled local switching. An additional non-recurring charge applies per brand, per Operator assistance switch, per trunk group for each subsequent change to the branding announcement. CLEC shall be required to pay these charges when and if they are approved by the Commission. Neither Party waives its rights to argue for or against a true up of such rates and reserves the right to do so.	Sage requests that this paragraph remain as is without SBC's proposed deletion of the last two sentences.	Unresolved - arbitrated issue
4-23a	9.3 UNE Platform			We did not receive this schedule.	Closed
4-23b	9.3 UNE Platform	9.3.3	OSS Interface. The Operations Support System ("OSS") interfaces that SBC-Ameritech will make available for support of UNE-P will be fully functional application to application electronic interfaces that do not require SBC-AMERITECH manual intervention in processing of UNE-P transactions.	Why was this information deleted?	Closed. This reference is not needed because it is covered in OSS Appendix.

# ILLINOIS NEGOTIATION ISSUE LOG

Number	Article Schedule	Section	SBC Proposed Language	Sage Proposed Language, Questions or Comment	Resolution
4-24a	9.5 Provisioning of Network Elements			We did not receive this schedule.	Closed. Schedule received.
4-24b (Part 1)	9.5 Provisioning of Network Elements	9.5.1.1	Subject to the terms of Article IX, CLEC may order and/or request Network Elements on an unbundled basis either individually or as Combinations. "Combinations," as used in this Schedule, shall refer only to Combinations defined in Article IX, Section ???. Access to UNEs is provided under this ICA over such routes, technologies and facilities as SBC may elect at its own discretion. SBC will provide access to UNEs where technically feasible. Where facilities and equipment are not available, SBC shall not be required to provide UNE. However, CLEC may request an, to the extent required by law, SBC may agree to provide UNEs, through the Bona Fide Request (BFR) Process.	Subject to the terms of Article IX, CLEC may order and/or request Network Elements on an unbundled basis either individually or as Combinations. " <del>Combinations,</del> " <del>as used in this Schedule, shall refer only to Combinations defined in Article IX, Section ???. Access to UNEs is provided under this ICA over such routes, technologies and facilities as SBC may elect at its own discretion.</del> SBC will provide access to UNEs where technically feasible. <del>Where facilities and equipment are not available, SBC shall not be required to provide UNE. However, CLEC may request an, to the extent required by law, SBC may agree to provide UNEs, through the Bona Fide Request (BFR) Process.</del>	Unresolved - arbitrated issue
4-24b (Part 2)					Unresolved - arbitrated issue

# ILLINOIS NEGOTIATION ISSUE LOG

Number	Article Schedule	Section	SBC Proposed Language	Sage Proposed Language, Questions or Comment	Resolution
4-24c	9.5 Provisioning of Network Elements	9.5.1.2 Second and Third Paragraphs	<p>A telecommunications carrier who submits a request for any additional Combination provided previously hereunder by SBC-Ameritech pursuant to the Bona Fide Request process shall provide:</p> <p>(a) a technical description of each requested feature, capability, functionality or unbundled network element requested including specifications of what UNEs the telecommunications carrier requests the Company to combine, or (b) a service provided by the Company that the telecommunications carrier wishes to provide through an ordinarily combined combination of UNEs. This includes retail services provided by the Company that may be requested, on a UNE basis.</p>	Sage request that this language be deleted.	Unresolved - arbitrated issue
4-24d	9.5 Provisioning of Network Elements	9.5.2.1	See language SBC requested to add.	<p>Sage requests that this language not be added. Sage proposes the following language instead.</p> <p>AIT must perform combinations of UNEs as required by federal and state law and the orders of the Illinois Commerce Commission.</p>	Closed.

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<b>Number</b>	<b>Article Schedule</b>	<b>Section</b>	<b>SBC Proposed Language</b>	<b>Sage Proposed Language, Questions or Comment</b>	<b>Resolution</b>
4-24e	9.5 Provisioning of Network Elements	9.5.5.1.1 second paragraph	Where SBC-AMERITECH is able to demonstrate to the Michigan Commission that it provides AT&T, throughout SBC-AMERITECH service area in any LATA, with customized routing that meets the foregoing requirements, SBC-AMERITECH may, upon authorization from the Michigan Commission not less than one hundred eighty (180) days written notice to AT&T, or until the SBC-AMERITECH has implemented custom routing pursuant to a request to move the traffic to AT&T platform, elect to offer OS or DA within such LATA at the market-based prices based on negotiated prices set forth in the Pricing Schedule Part X (Pricing) of this Agreement.	Where SBC-AMERITECH is able to demonstrate to the Michigan Illinois Commission that it provides AT&T, throughout SBC-AMERITECH service area in any LATA, with customized routing that meets the foregoing requirements, that the pricing of OS or DA at market-based rates is in the public interest, and that SBC-AMERITECH meets all other applicable legal requirements, SBC-AMERITECH may, upon authorization from the Michigan Illinois Commission not less than one hundred eighty (180) three hundred sixty (360) days written notice to AT&T, or until the SBC-AMERITECH has implemented custom routing pursuant to a request to move the traffic to AT&T platform, elect to offer OS or DA within such LATA at the market-based prices based on negotiated prices set forth in the Pricing Schedule Part X (Pricing) of this Agreement.	Closed. SBC agrees to other changes (not 180 days).

# ILLINOIS NEGOTIATION ISSUE LOG

Number	Article Schedule	Section	SBC Proposed Language	Sage Proposed Language, Questions or Comment	Resolution
4-24f	9.5 Provisioning of Network Elements	9.5.5.3	CLEC will obtain any required custom routing and obtain or provide the necessary direct trunking and termination facilities to the mutually agreed upon meet point with SBC-AMERITECH facilities for access to unbundled OS and DA services. CLEC is responsible for delivering its OS and DA traffic direct from the End Office to the operator service switch. Specifically, CLEC shall deliver its traffic direct from the End Office to the operator service switch location, and there can be no Tandem Switching for OS. The operator service location to which CLEC will deliver its OS or DA traffic will be determined by SBC-AMERITECH based on the existing capacity of its service centers. SBC-AMERITECH will, if technically feasible, enable CLEC to deliver its OS or DA traffic to the operator service switch most closely located to CLEC's NPA/exchange originating the call.	CLEC will obtain any required custom routing and obtain or provide the necessary direct trunking and termination facilities either through UNEs or other methods) to the mutually agreed upon meet point with SBC-AMERITECH facilities for access to unbundled OS and DA services. CLEC is responsible for delivering its OS and DA traffic direct from the End Office to the operator service switch. Specifically, CLEC shall deliver its traffic direct from the End Office to the operator service switch location, and there can be no Tandem Switching for OS. The operator service location to which CLEC will deliver its OS or DA traffic will be determined by SBC-AMERITECH based on teh existing capacity of its service centers. SBC-AMERITECH will, if technically feasible, enable CLEC to deliver its OS or DA traffic to the operator service switch most closely located to CLEC's NPA/exchange originating the call. CLEC can provide the necessary facilities either through UNEs or other methods.	Closed. SBC agrees with revised language with the exception of "or other methods". Sage agrees to remove "or other methods".

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Number	Article Schedule	Section	SBC Proposed Language	Sage Proposed Language, Questions or Comment	Resolution
4-24g	9.5 Provisioning of Network Elements	9.5.5.7	CLEC is solely responsible for providing all equipment and facilities to deliver OS and DA traffic to the point of Interconnection with SBC-AMERITECH facilities.	CLEC is solely responsible for providing all equipment and facilities to deliver OS and DA traffic to the point of Interconnection with SBC-AMERITECH facilities. CLEC may provide the necessary equipment and facilities through UNEs.	Closed. SBC agreed with Sage's language.
4-25	10.9.1 Credit Allowance			No Change	Closed
4-26	12.9.1 Physical Collocation Space Reservation			No Change	Closed
4-27	12.12 Delivery of Collocated Space			No Change	Closed
4-28	12.15 Common Requirements			No Change	Closed
4-29	12.15.2 Reduced Intervals			No Change	Closed
4-30	12.16 Additional Requirements Applicable to Physical Collocation			No Change	Closed
4-31	16.10 3D and Condo Agreements			This schedule does not appear to be applicable to Illinois.	Closed. Per SBC, this does not apply to Sage. This schedule will be removed.

# ILLINOIS NEGOTIATION ISSUE LOG

Number	Article Schedule	Section	SBC Proposed Language	Sage Proposed Language, Questions or Comment	Resolution
4-32	31.7 Additional Rules and Regulations			No Change	Closed
4-33	31.10 Additional Requirements Applicable to Physical Collocation			No Change	Closed
5-1	Appendix Illinois Recourse Credits				Closed
5-2	Merger Commitment Amendments				Unresolved - arbitrated issue
5-3	Appendix Pricing (Excel Spreadsheet)				Closed
5-3a	Appendix Pricing (Word Doc)				Closed
5-3b	Appendix Pricing (Word Doc)	3.3	Consistent with FCC Rule 51.307(d), there may be non-recurring charges for each UNE.	What is the charge(s) for a convert as-is?	Unresolved - arbitrated issue
5-4a	Appendix Performance Measurements				Closed

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<b>Number</b>	<b>Article Schedule</b>	<b>Section</b>	<b>SBC Proposed Language</b>	<b>Sage Proposed Language, Questions or Comment</b>	<b>Resolution</b>
5-4b	XXXII Performance Measurements	32.3	32.3 In addition to the exclusions described in the performance measures and Remedy Plan ordered by the Commission, SBC-AMERITECH shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measurement to the extent that such noncompliance was the result of delays or other problems resulting from actions of a Service Bureau Provider acting as CLEC's agent for connection to SBC-AMERITECH's OSS, including Service Bureau Provider provided processes, services, systems or connectivity.	Intentionally left blank.	Closed. Sage proposes the following language be added to the start of this paragraph: "In the event a Service Provider Bureau is utilized, . . ." SBC agreed.
5-4c	Appendix Performance Measurements	1.1	This Appendix sets forth the measurements, if met by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC), that would be deemed sufficient to demonstrate the provision of non-discriminatory access to AM-IL's Operations Support Systems (OSS) and each of the five recognized OSS functions (Pre-Ordering, Ordering, Provisioning, Maintenance and Repair, and Billing).	Intentionally left blank.	Closed. SBC proposed that the following be added to the beginning of their original paragraph. "It is SBC's position that . . ." Sage agreed to change.



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Number	Article Schedule	Section	SBC Proposed Language	Sage Proposed Language, Questions or Comment	Resolution
5-4d	Appendix Performance Measurements	2.1	...In the event that any of the provisions of this Appendix, or any of the laws, regulations or Commission orders that were the basis or rationale for such provision in this Appendix, are invalidated, modified, or stayed by any action of any state or federal regulatory or legislative body, or court of competent jurisdiction, the Appendix or affected provision shall be immediately invalidated, modified, clarified, or stayed as required to effectuate the subject order upon written request of either Party. The Parties shall then immediately begin negotiations to amend the Appendix with appropriate conforming language. AM-IL also specifically reserves the right to seek recovery of payments made pursuant to this Appendix, consistent with any action of such regulatory or legislative body or court.	. . In the event that any of the provisions of this Appendix, or any of the laws, regulations or Commission orders that were the basis or rationale for such provision of this Appendix, are invalidated, modified, or stayed by any action of any state or federal regulatory or legislative body, or court or competent jurisdiction, the Appendix or affected provisions shall be immediately invalidated, modified, clarified, or stayed as required to effectuate the subject order upon written request of either Party <b>and in conformance with the change in law provisions of this agreement.</b> The Parties shall then immediately begin negotiations to amend the Appendix with appropriate conforming language. AM-IL also specifically reserves the right to seek recovery of payments made pursuant to this Appendix, consistent with any action of such regulatory or legislative body or court. <b>CLEC reserves all rights to contest AM-IL's attempts to seek recovery of these payments.</b>	Unresolved - arbitrated issue

# ILLINOIS NEGOTIATION ISSUE LOG

Number	Article Schedule	Section	SBC Proposed Language	Sage Proposed Language, Questions or Comment	Resolution
5-4e	Appendix Performance Measurements	2.3	In addition to the exclusions described in the Performance Remedy Plan, as modified by the July 10th Order, AM-IL shall not be obligated to pay Remedy Payments for noncompliance with a performance measurement to the extent that such noncompliance was the result of delays or other problems resulting from actions of a Service Provider Bureau Provider acting as CLEC's agent for connection to SBC-LEC's OSS, including Service Bureau Provider provided processes, services, systems or connectivity.	Intentionally left blank.	Closed. Sage proposes the following language be added to the start of this paragraph: "In the event a Service Provider Bureau is utilized, . . ." SBC agreed.
5-4f	Appendix Performance Measurements				Closed
5-5	9.2.9 Operator Services and Directory Services			All references to AT&T needs to be changed to CLEC.	Closed. SBC agreed.

# ILLINOIS NEGOTIATION ISSUE LOG

Number	Article Schedule	Section	SBC Proposed Language	Sage Proposed Language, Questions or Comment	Resolution
5-6	9.2.9 Operator Services and Directory Services	9.2.9 first paragraph	AT&T may obtain Operator Services and Directory Assistance (OS/DA) from SBC Illinois pursuant to this Agreement at the market-based terms and conditions set forth in Article 22. Should AT&T choose to use SBC Illinois OS/DA services included in Article 22, the Parties will mutually agree to the rates for such services. Until rates are agreed to and the contract is updated to reflect those rates, ATT shall not buy OS/DA services from Article 22.	1) References to AT&T needs to be changed to CLEC. 2) References to Article 22 needs to be changed to Schedule 9.2.9 which is what we agreed Article 22 (OS and DA) was replacing. The Interconnection Agreement already has another Article 22 which does not relate to OS/DA. 3) Why is the last sentence needed? It appears that all rates are already in Appendix Pricing (pages 9 and 10).	Closed. This is the same issue as 1-14b. 1) SBC Agreed. 2) SBC Agreed. 3) SBC will delete last sentence.
5-7	9.2.9 Operator Services and Directory Services	9.2.9 second paragraph	Notwithstanding the provisions of Article 22, nothing in this Agreement shall derogate, limit or alter AT&T's right to purchase OS and/or DA at TELRIC rates pursuant to any SBC Illinois tariff. The parties recognize that SBC Illinois makes OS/DA available as UNEs at TELRIC rates pursuant to tariff as of the Effective Date.	1) References to AT&T needs to be changed to CLEC. 2) References to Article 22 needs to be changed to Schedule 9.2.9 which is what we agreed Article 22 (OS and DA) was replacing. The Interconnection Agreement already has another Article 22 which does not relate to OS/DA.	Closed. This is the same issue as 1-14c. 1) SBC Agreed. 2) SBC Agreed.

# ILLINOIS NEGOTIATION ISSUE LOG

Number	Article Schedule	Section	SBC Proposed Language	Sage Proposed Language, Questions or Comment	Resolution
5-8	9.2.9 Operator Services and Directory Services	9.2.9 third paragraph	In the event SBC Illinois lawfully ceases to make OS/DA available as UNEs pursuant to tariff during the term of this Agreement but SBC Illinois remains obligated by the Illinois Commerce Commission to make OS/DA available as UNEs pursuant to interconnection agreements, the parties shall treat this occurrence as a Change in Law event under Section 29.3 of this Agreement and negotiate an appropriate amendment within 60 days. If AT&T is purchasing OS and DA as UNEs from an SBC Illinois tariff at the time SBC lawfully ceases to make OS/DA available as UNEs pursuant to tariff during the term of this Agreement yet remains obligated to provide OS and DA as UNEs at Commission-approved TELRIC rates, SBC shall continue to provide OS and DA to AT&T as UNEs at Commission-approved rates, terms and conditions until such time as the Illinois Commerce Commission approves the parties' amendment and such amendment becomes effective.	1) Why is this paragraph needed? 2) References to AT&T need to be changed to CLEC. 3) Reference to Section 29.3 needs to be changed to Section 29.4.	Unresolved - arbitrated issue

**ILLINOIS NEGOTIATION  
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<b>Number</b>	<b>Article Schedule</b>	<b>Section</b>	<b>SBC Proposed Language</b>	<b>Sage Proposed Language, Questions or Comment</b>	<b>Resolution</b>
5-9	9.2.9 Operator Services and Directory Services	9.2.9.1.5.2.1	SBC-AMERITECH - An initial non-recurring charge applies per brand, per Operator Assistance Switch, per trunk group for the establishment of AT&T specific branding. In addition, a per call charge applies for every OS call handled by SBC-AMERITECH on behalf of AT&T when such services are provided in conjunction with the purchase of SBC-AMERITECH unbundled local switching. An additional non-recurring charge applies per brand, per Operator assistance switch, per trunk group for each subsequent change to the branding announcement.	Sage request that the following language be added to the end of this paragraph.  CLEC shall be required to pay these charges when and if they are approved by the Commission. Neither Party waives its right to argue for or against a true-up of such rates and reserves the right to so do.	Unresolved - arbitrated issue
5-10	9.2.9 Operator Services and Directory Services	9.2.9.1.6.2.3	An initial non-recurring charge will apply per state, per Operator assistance switch for loading of AT&T's OS Reference/Rater information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to either the AT&T's OS Reference or Rater information.	Sage request that the following language be added to the end of this paragraph.  CLEC shall be required to pay these charges when and if they are approved by the Commission. Neither Party waives its right to argue for or against a true-up of such rates and reserves the right to so do.	Closed. Sage accepts SBC's language.

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Number	Article Schedule	Section	SBC Proposed Language	Sage Proposed Language, Questions or Comment	Resolution
5-10a1	9.2.9 Operator Services and Directory Services	9.2.9.8		9.2.9.8 Ameritech may from time to time contact CLEC regarding what appears to be an obvious or potential grammatical or spelling error with an individual CLEC end user listing in the Ameritech Operator Services and Directory Assistance (DA) database. Such errors could include for example an extra letter in a person's name such as Williams, or the substitution of a suffix for a person's last name, such as Alvin Senior, instead of Alvin Williams, Sr., among other obvious errors. CLEC agrees that AMERITECH may temporarily change the end user listing in the DA database, until the CLEC submits a service order to correct the listing.	Unresolved - arbitrated issue

# ILLINOIS NEGOTIATION ISSUE LOG

Number	Article Schedule	Section	SBC Proposed Language	Sage Proposed Language, Questions or Comment	Resolution
5-10a2	9.2.9 Operator Services and Directory Services	9.2.9.8.1		9.2.9.8.1 CLEC agrees to submit a service order to correct the directory listing, which will ultimately correct the end user listing in the DA database or advise AMERITECH that the listing is correct. If the CLEC fails to submit a change within 30 days of notification, AMERITECH will remove the temporary listing from the DA database and the listing will remain as is. AMERITECH will follow up with CLEC once within the thirty-day period, if no service order has been issued prior to removing the temporary change.	Unresolved - arbitrated issue

# ILLINOIS NEGOTIATION ISSUE LOG

Number	Article Schedule	Section	SBC Proposed Language	Sage Proposed Language, Questions or Comment	Resolution
5-10a3	9.2.9 Operator Services and Directory Services	9.2.9.8.2		9.2.9.8.2 CLEC agrees AMERITECH has no obligation to verify a DA listing and assumes no responsibility to identify errors. AMERITECH will not search for DA listing errors, nor provide for verification of DA listings. CLEC further agrees AMERITECH has no liability to CLEC in identifying errors in the DA database or notifying CLEC of errors. CLEC further agrees that AMERITECH shall have no liability for temporarily correcting what appears to be an obvious or potential grammatical or spelling error. CLEC further agrees to indemnify, defend, and hold AMERITECH harmless from any and all third party claims arising from AMERITECH temporarily correcting an obvious or potential error, and/or CLEC's failure to submit a correcting service order, except where AMERITECH acted with gross negligence or willful misconduct.	Unresolved - arbitrated issue



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Number	Article Schedule	Section	SBC Proposed Language	Sage Proposed Language, Questions or Comment	Resolution
5-11	9.2.9 Operator Services and Directory Services	9.2.9.2.2.3.1	An initial non-recurring charge applies per brand, per Operator Assistance Switch, per trunk group for the establishment of AT&T specific branding. In addition, a per call charge applies for every DA call handled by SBC-AMERITECH on behalf of AT&T when such services are provided in conjunction with the purchase of SBC-AMERITECH unbundled local switching. An additional non-recurring charge applies per brand, per Operator assistance switch, per trunk group for each subsequent change to the branding announcement. If OS and DA branding are loaded at the same time, one initial charge applies to both.	Sage request that the following language be added to the end of this paragraph.  CLEC shall be required to pay these charges when and if they are approved by the Commission. Neither Party waives its right to argue for or against a true-up of such rates and reserves the right to so do.	Unresolved - arbitrated issue
5-12	9.2.9 Operator Services and Directory Services	9.2.9.3.2.3	An initial non-recurring charge will apply per state, per Operator assistance switch for loading of AT&T's DA Reference/Rater information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to either AT&T's DA Services Reference or Rater-information.	Sage request that the following language be added to the end of this paragraph.  CLEC shall be required to pay these charges when and if they are approved by the Commission. Neither Party waives its right to argue for or against a true-up of such rates and reserves the right to so do.	Closed. Sage accepts SBC's language.

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Number	Article Schedule	Section	SBC Proposed Language	Sage Proposed Language, Questions or Comment	Resolution
5-13	9.2.9 Operator Services and Directory Services	9.2.9.4.1	SBC-10 AMERITECH - An informational service. Consists of providing listed local and national name and address information associated with a telephone number that a CLEC End Users provides.	1) SBC-10 AMERITECH should be changed to SBC-AMERITECH. 2) What is the definition of "informational service".	Closed. Sage and SBC agree to the following language: SBC-10 AMERITECH - <u>RDA is a service</u> that consists of providing listed local and national name and address information associated with a telephone number that a CLEC End Users provides.
5-14	9.2.9 Operator Services and Directory Services	9.2.9.6.2	AT&T also agrees to release, defend, indemnify, and hold harmless SBC-AMERITECH from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly, by SBC-AMERITECH employees and equipment associated with provision of the OS and DA Services, including but is not limited to suits arising from disclosure of the telephone number, address, or name associated with the telephone called or the telephone used to call Operator Services and Directory Assistance.	This paragraph should be deleted. The indemnity sections of the Agreement are sufficient to protect the interests of the parties.	Unresolved - arbitrated issue

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Number	Article Schedule	Section	SBC Proposed Language	Sage Proposed Language, Questions or Comment	Resolution
5-15	9.2.9 Operator Services and Directory Services	9.2.9.7.1	If AT&T elects to have SBC-AMERITECH provide either OS service or DA service, AT&T agrees that due to quality of service and work force scheduling, SBC-AMERITECH will be the sole provider of OS or DA for AT&T's local serving area(s), during the agreed to contract terms specified in section 9.2.9.7.2 of this Schedule. AT&T may choose SBC AMERITECH to provide OS/DA service by individual SBC AMERITECH Operator Services switch, or for all Operator Services switches in Illinois.	Confirm that this does not apply to IXC portion (00).	Closed. SBC confirmed this does not apply to IXC portion.
5-16	Schedule - UNE Combinations				Closed
5-17	Recip Comp Amendment				Closed
5-17a	Recip Comp Amendment				Closed
5-17b	Recip Comp Amendment				Closed
5-18	Performance Remedy Plan CLEC Identification and Remedy Payment Information Form				Closed. SBC confirmed that Sage would only need to complete and submit this form one time.

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<b>Number</b>	<b>Article Schedule</b>	<b>Section</b>	<b>SBC Proposed Language</b>	<b>Sage Proposed Language, Questions or Comment</b>	<b>Resolution</b>
5-19	Attachment A Performance Remedy Plan Floors & Ceilings				Closed
5-20	Appendix UNE Combining				Unresolved - arbitrated issue